

# OFFEROR SUBMISSION PACKAGE

SOLICITATION: SP0600-04-R-0001

PROGRAM: 6.1

PERFORMANCE PERIOD: FEBRUARY 15, 2004 THROUGH FEBRUARY 14, 2009

TO BE TIMELY, OFFERS MUST BE RECEIVED AT THE  
DEFENSE ENERGY SUPPORT CENTER  
BY  
DECEMBER 15, 2003 @ 3:00PM LOCAL TIME

## INSTRUCTIONS:

1. Two (2) copies of this Offeror Submission Package must be returned to this office as your offer. All documents to be completed and returned are contained in this Offeror Submission Package. See Clause L201 for submission requirements.
2. Be sure to check your offer prices in Section B for accuracy and legibility prior to submission, initialing any changes. Sign and date the Standard Form 33 (SF33) in ink.
3. By submission of this package, you are stating that ALL terms and conditions of the entire solicitation are accepted and apply to your offer unless clearly stated on a separate sheet of paper.

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   14	
2. CONTRACT NO.		3. SOLICITATION NO. <b>SP0600-04-R-0001</b>		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [x] NEGOTIATED (RFP)		5. DATE ISSUED <b>November 3, 2003</b>		6. REQUISITION/PURCHASE NO. <b>MIPR N03-16/GTMO</b>
7. ISSUED BY <b>Defense Energy Support Center 8725 John J Kingman Road, Suite 4950 Ft. Belvoir, Alexandria, VA 22060-6222</b>				CODE <b>SCO600</b>		8. ADDRESS OFFER TO (If other than item 7) <b>ATTN: BID CUSTODIAN, DESC-CPC, RM. 3815 Defense Energy Support Center 8725 John J Kingman Road, Suite 4950 Ft. Belvoir, Alexandria, VA 22060-6222 Fax: 703-767-8506 Verification: 703-767-7367</b>		
NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "Bidder".								
<b>SOLICITATION</b>								
9. Sealed offers in original and <u>2 (two)</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <b>DESC-CPC; Room 3815</b> until <b>3:00 PM</b> local time <b>December 15, 2003</b> . (hour) (date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. See Clause L2.05-8								
10. FOR INFORMATION CALL		A. NAME <b>MONICA T. FASS</b>		B. TELEPHONE (NO COLLECT CALLS) AREA CODE (703) NUMBER <b>767-9326</b>		EXT.		EMAIL ADDRESS <b>Monica.Fass@dla.mil</b>
<b>11. TABLE OF CONTENTS</b>								
(x)	SEC.	DESCRIPTION		PAGE	(x)	SEC.	DESCRIPTION	
<b>PART I - THE SCHEDULE</b>					<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/CONTRACT FORM <small>SEE COVER SHEET</small>			X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICE AND PRICES/COSTS		03	PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT			X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKETING			PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE			X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE					05	
X	G	CONTRACT ADMINISTRATION		04	X	L	INSTRS., COND., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS				M	EVALUATION FACTORS FOR AWARD	
<b>OFFER (Must be fully completed by offeror)</b>								
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <b>180</b> calendar days (60 calendar days unless a different period is inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. * See Clause L1.02								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8))				10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.
15A. NAME AND ADDRESS OF OFFEROR				CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS [ ] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>								
19. ACCEPTED AS TO ITEM NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION NUMBERED		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN IN BLOCK 25 (4 copies unless otherwise specified)			ITEM
24. ADMINISTRATION BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type of print)				27. UNITED STATES OF AMERICA  BY: _____ (Signature of Contracting Officer)			28. AWARD DATE	

IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

B33.01.100	SERVICES TO BE FURNISHED AND PRICES (MULTIYEAR) (GOCO)	2
------------	--	---

**SECTION G - CONTRACT ADMINISTRATION DATA**

G9.09	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)	3
-------	---	---

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**

K1.06	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)	4
K5	USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994)	4
K7	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)	5
K15	RELEASE OF UNIT PRICES (DESC OCT 2002)	6
K15.03	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)	7
K33.01	AUTHORIZED NEGOTIATORS (DESC JAN 1998)	7
K41	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)	7
K75	SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)	7
K85	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)	8
K88	TAXPAYER IDENTIFICATION (OCT 1998)	8
K93	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)	9
K94	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)	9
K96	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)	11
K99	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (JUN 2003)	11
K100	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (OCT 1995)	11

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERS OR QUOTERS**

L201.100	INSTRUCTIONS TO OFFERORS (GOCO) (DESC MAR 2002)	12
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**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS****B33.01.100 SERVICES TO BE FURNISHED AND PRICES (MULTIYEAR) (GOCO)**

A. The services to be furnished during the period specified herein and the unit prices are as follows.

**LINE ITEMS 0001 THROUGH 0009:**

**NONPERSONAL SERVICES (FIRM FIXED PRICE).** The Contractor shall operate, maintain, and protect the Government-owned bulk petroleum terminal at DFSP Guantanamo Bay, Cuba including, but not limited to aircraft refueling, product quality surveillance, inventory control and accountability, security, safety, and plant services. These services are delineated in and will be performed in accordance with Section C, and all other terms and conditions set forth herein for the period 1200 hours, February 15, 2004 through 1200 hours, February 14, 2009.

**LINE ITEM 0001:** Fuel Storage and Distribution services at Windward and Leeward Points to include the receipt/issuance of products from and to ships and barges.

In consideration of the Contractor performing these services in accordance with Section C, the offered price per month is \$\_\_\_\_\_. (Pro-rated for part months.)

**LINE ITEM 0002:** Aircraft fuel delivery and related services to include the fuel dispatch function at Leeward Point.

In consideration of the Contractor performing these services in accordance with Section C for the United States Coast Guard (USCG), the offered price per month is \$\_\_\_\_\_. (Pro-rated for part months.)

**LINE ITEM 0003:** Aircraft fuel delivery and related services to include the fuel dispatch function at Leeward Point.

In consideration of the Contractor performing these services in accordance with Section C for the United States Customs and Border Protection (CBP), the offered price per month is \$\_\_\_\_\_. (Pro-rated for part months.)

**LINE ITEM 0004:** Ground fuel delivery operations and related services at Windward and Leeward Points.

In consideration of the Contractor performing these services in accordance with Section C, the offered price per month is \$\_\_\_\_\_. (Pro-rated for part months.)

**LINE ITEM 0005:** Service station operations and related services at Windward and Leeward Points.

In consideration of the Contractor performing these services in accordance with Section C, the offered price per month is \$\_\_\_\_\_. (Pro-rated for part months.)

**LINE ITEM 0006:** Fuel laboratory operations and related services.

In consideration of the Contractor performing these services in accordance with Section C, the offered price per month is \$\_\_\_\_\_. (Pro-rated for part months.)

**LINE ITEM 0007:** Fuel administration and accounting functions.

In consideration of the Contractor performing these services in accordance with Section C, the offered price per month is \$\_\_\_\_\_. (Pro-rated for part months.)

**LINE ITEM 0008:** Vehicle maintenance services for both Contractor and Government furnished vehicles.

In consideration of the Contractor performing these services in accordance with Section C, the offered price per month is \$\_\_\_\_\_. (Pro-rated for part months.)

**LINE ITEM 0009:** Direct and indirect fuel services in support of the assigned Joint Task Force (JTF).

In consideration of the Contractor performing these services in accordance with Section C, the offered price per month is \$\_\_\_\_\_. (Pro-rated for part months.)

B. The following line item is cost reimbursable under which the Contractor shall furnish nonpersonal services and/or supplies and materials in accordance with Section C-3.0 LOGISTICS SUPPORT. The Contractor will be reimbursed under this line item for services actually performed as approved by the Contracting Officer (CO) or Contracting Officer Representative (COR). The “Not to Exceed” amounts shown below are for Government administrative fund obligation and represent the Government’s best estimate of the cost reimbursable supplies, and services for each contract year. Reimbursement under contract line item number (CLIN) 1010 shall be for the prime Contractor’s allowable, allocable, and reasonable direct cost of any subcontracts for furnishing

supplies, equipment, material, and services specified in Section C-3.0. **All G&A and Profit for this line item must be included in CLINs 0001-0009.**

**LINE ITEM 1010:** Maintenance and Repair

**\$40,000.00 per year**

(Not to Exceed)

**\*\*NOTE\*\*:** Unless otherwise specified within Section C-2.0 SPECIFIC TASKS, all functions described therein shall be included in the firm fixed prices for CLINs 0001-0009. The firm fixed prices shall include all efforts required to recognize and initiate response actions for those supplies/services that are reimbursable under CLIN 1010. On a separate sheet(s) of paper to be submitted with the initial offer, a price breakdown that shows all major elements of cost (labor, equipment, supplies, etc.), G&A (general and administrative costs), and profit.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**

#### **(a) METHOD OF PAYMENT.**

(1) All payments by the Government under this contract, shall be made electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) **CONTRACTOR'S EFT INFORMATION.** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government shall make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) **SUSPENSION OF PAYMENT.** If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

#### **(f) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(g) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require a condition of any such assignment that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect within the meaning of paragraph (d) of this clause.

(i) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes in EFT information made by the Contractor's financial agent.

(j) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(FAR 52.232-33)

## **SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**

### **K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "**DUNS**" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(FAR 52.204-6)

### **K5 USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994)**

#### **(a) DEFINITIONS.**

(1) **Electronic Data Interchange (EDI)** means the computer-to-computer exchange of business documents between trading partners using a public standard format.

(2) **American National Standards Institute (ANSI)** means the agency that formulates the guidelines for the standards used in EDI transactions. X12 is the ANSI subcommittee responsible for the development and maintenance of guidelines for use in exchanging standard business transactions electronically.

(3) **Trading partner** means any business customer engaging in an EDI program.

(4) **Trading Partner Agreement (TPA)** means the legal document wherein the trading partners agree to the electronic exchange of documents.

(5) **Value Added Network (VAN)** means the electronic mailbox through which EDI partners exchange business transactions.

(b) The Defense Energy Support Center (DESC) may utilize EDI for certain documents in contracts awarded under this solicitation. DESC has implemented a system using the (ANSI) X12 standards, as applicable, for EDI. When EDI procedures are to be used, DESC and the Contractor will enter into a TPA.

(c) [    ] A check in this block indicates that the Contractor has already entered into a TPA with DESC.

(d) Upon submission of the following data, DESC will forward a TPA to the Contractor for execution:

(1) Company Name: \_\_\_\_\_

(2) Point of Contact for EDI: \_\_\_\_\_

(3) POC's Telephone Number: \_\_\_\_\_

(4) POC's Address: \_\_\_\_\_

(5) VAN Service Provider(s): \_\_\_\_\_

(6) Provide information for the following fields:

ISA07      Company Qualifier      \_\_\_\_\_

ISA08      Company Value      \_\_\_\_\_

GS03      Company Value      \_\_\_\_\_

(7) Please identify:

Element Separator: \_\_\_\_\_

Subelement Separator: \_\_\_\_\_

Segment Terminator: \_\_\_\_\_

(e) By execution of the TPA, the Contractor agrees to be bound by the terms and conditions of the agreement governing any transactions with the Government through EDI, in addition to the terms and conditions of the contract. TPAs will be contract independent. Only one will be signed between the Contractor and DESC. As contracts are awarded, the TPA will be incorporated into the specific contracts upon the mutual agreement of the Contractor and DESC.

(f) When a TPA is executed--

(1) The TPA shall identify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets available, security procedures, and guidelines for implementation.

(2) The Contractor shall be responsible for providing its own computer hardware, computer software, and VAN connections necessary to transmit and receive data electronically under the framework of the TPA.

(3) Transaction Sets will be unique to each contract and will be incorporated into contracts as agreed to by the parties.

(4) Nothing in the TPA will invalidate any part of the contract between the Contractor and DESC.

(5) All terms and conditions that would otherwise be applicable to a paper document shall apply to the electronic document.

(DESC 52.232-9F30)

## **K7 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)**

**NOTE: This notice does not apply to small businesses or foreign governments.**

**This notice is in three parts, identified by Roman numerals I through III.**

***Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.***

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

### **I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts that are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

**(c) Check the appropriate box below:**

☐ (1) **CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT.**

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form Number CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and address of cognizant ACO or Federal official where filed: \_\_\_\_\_

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) **CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT.**

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and address of cognizant ACO or Federal official where filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) **CERTIFICATE OF MONETARY EXEMPTION.**

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) **CERTIFICATE OF INTERIM EXEMPTION.**

*The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.*

**CAUTION:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## **II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE**

*If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause in lieu of the COST ACCOUNTING STANDARDS clause.*

☐ *The offeror hereby claims an exemption from the COST ACCOUNTING STANDARDS clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.*

**CAUTION:** An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## **III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the COST ACCOUNTING STANDARDS clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

(FAR 52.230-1)

## **K15 RELEASE OF UNIT PRICES (DESC OCT 2002)**

The Defense Energy Support Center (DESC) will continue to release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.606(d)(2) and 32 CFR 286h-3. Unit prices are the bottom-line price per unit of product and may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.



(DESC 52.224-9F25)

**K15.03 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

\_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(FAR 52.203-2)

**K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)**

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

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(DESC 52.215-9F28)

**K41 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

(a) **DEFINITION.** **Women-owned business concern**, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **REPRESENTATION.** (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS, of this solicitation.) The offeror represents that it—

[ ] is

[ ] is not

a women-owned business concern.

(FAR 52.204-5)

**K75 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)**(a) **DEFINITIONS.** As used in this provision--

(1) **Foreign person** means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) **United States person** is defined in 50 U.S.C. App. 2415(2) and means—

- (i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);
- (ii) Any domestic concern (including any permanent domestic establishment of any foreign concern), and
- (iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) **CERTIFICATION.** If the offeror is a foreign person, the offeror certifies by submission of an offer that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(DFARS 252.225-7031)

**K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

**K88 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) **DEFINITIONS.**

**Common parent**, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

**Taxpayer Identification Number (TIN)**, as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

[ ] TIN: \_\_\_\_\_.

[ ] TIN has been applied for.

[ ] TIN is not required because--

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

**(e) TYPE OF ORGANIZATION.**

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

**(f) COMMON PARENT.**

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

**Name:** \_\_\_\_\_

**TIN:** \_\_\_\_\_

(FAR 52.204-3)

**K93 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the TRANSPORTATION OF SUPPLIES BY SEA clause of this solicitation.

**(b) REPRESENTATIONS.**

The offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the TRANSPORTATION OF SUPPLIES BY SEA clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA.

(DFARS 252.247-7022)

**K94 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)**

(a) (1) The offeror certifies, to the best of its knowledge and belief, that--

(i) The offeror and/or any of its Principals--

(A) ☐ are,

☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any

Federal agency;

**[This paragraph (B) language is stayed indefinitely. Please use paragraph (D) below.]**

(B) ☐ have,

☐ have not

within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

**[This paragraph (C) language is stayed indefinitely. Please use paragraph (E) below.]**

- (C) ☐ are,  
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

- (D) ☐ have,  
☐ have not

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

- (E) ☐ are,  
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

**[This subparagraph (a)(1)(ii) is stayed indefinitely.]**

- (ii) (A) The offeror, aside from the offenses enumerated in subdivisions (a)(1)(i)(A), (B), and (C) of this provision—  
☐ has,  
☐ has not

within the past three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws—

- (a) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or  
 (b) Had a Federal court judgment in a civil case brought by the United States rendered against them; or  
 (c) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

- (iii) The offeror—

- ☐ has,  
☐ has not

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) **Principals**, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES, AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(FAR 52.209-5)

**K96 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(a) The definitions and prohibitions contained in the clause at FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(FAR 52.203-11)

**K99 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (JUN 2003)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986 (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act (PPA) of 1990 (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the EPCRA and section 6607 of the PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

**[Check each block that is applicable.]**

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with the Environmental Protection Agency (EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification (SIC) code major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located in the United States or its outlying areas.

(FAR 52.223-13)

**K100 RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (OCT 1995)**

(a) The Federal Acquisition Regulation (FAR) at 31.205-6(g)(3) limits the cost allowability of severance payments to foreign nationals employed under a service contract performed outside the United States unless the head of the agency, or designee, grants a waiver pursuant to FAR 37.113-1 before contract award.

(b) In making the determination concerning the granting of a waiver, the head of the agency, or designee, will determine that:

- (1) The application of the severance pay limitations to the contract would adversely affect the continuation of a program, project, or activity that provides significant support services for --
  - (i) Members of the armed forces stationed or deployed outside the United States; or
  - (ii) Employees of an executive agency posted outside the United States;
- (2) The Contractor has taken (or has established plans to take) appropriate actions within its control to minimize the amount and number of incidents of the payment or severance pay to employees under the contract who are foreign nationals; and
- (3) The payment of severance pay is necessary in order to comply with a law that is generally applicable to a significant number of businesses in the country in which the foreign national receiving the payment performed services under the contract, or is necessary to comply with a collective bargaining agreement.

(FAR 52.237-8)

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERS OR QUOTERS**

### **L201.100 INSTRUCTIONS TO OFFERORS (GOCO SERVICES-SOURCE SELECTION)**

Offerors shall submit an original and one copy of their Offeror Submission Package (OSP) and an original and two copies of their technical proposals, divided into the following parts.

- A. **OFFEROR SUBMISSION PACKAGE (OSP)**. Complete all required representations and certifications and provide a proposed fixed price in the SERVICES TO BE FURNISHED AND PRICES clause. The price shall be broken down into labor, equipment, supplies, G&A, and profit (per line item) on a separate sheet. Unless otherwise specified within Section C-2.0, all functions described in the Performance Work Statement (PWS) shall be included in the firm fixed prices for Contract Line Item Numbers (CLINs) 0001-0009. Please note that the firm fixed price CLINs (0001-0009) shall include all effort required to recognize and initiate response actions for those supplies/services that are reimbursable under CLIN 0010. [All G&A and profit for CLIN 0010 are to be included in CLINs 0001-0009.]
- B. **OPERATIONAL CAPABILITY (TECHNICAL PROPOSAL)**.
  1. **Operation and Staffing Plan**. The offeror's submission shall be comprised of the following information. This plan should not exceed 10 pages (excluding resumes).
    - Provide an organization chart (wire diagram or similar) showing employee classification, number of employees within each classification (identify full and part time), and the reporting chain of command.
    - Provide a job description for each employee classification, including the knowledge, skills, abilities, and experience requirements for each employee classification.
    - Provide a matrix identifying by type of operation, how many of what type employee will be participating in each operation.
    - Provide a brief description of procedures for receipt, issue, and transfer operations by mode. Include procedures for responding to no-notice or short-notice fleet requirements and emergency operations/shutdown staffing.
    - Provide resumes for the Corporate Fuels Executive, the Terminal Superintendent, and the Assistant Terminal Superintendent (if required). Resumes must demonstrate that the nominee meets the minimum qualifications stated in the PWS and should provide all relevant qualifications and/or experience. If the proposed employees do not meet the minimum qualifications identified in the PWS, the offer may be rejected as unacceptable. This requirement is not waived for incumbent contractor employees.
  2. **Contract Compliance Plan**. The offeror shall provide a summary description for ensuring contract compliance. The Plan should briefly describe any internal inspection/control systems and reporting procedures, as well as identify personnel responsible for monitoring/updating this Plan. The Plan shall address methods/procedures for meeting the performance standards specified in the PWS.
  3. **Maintenance Plan**. The offeror shall provide a **conceptual\*** plan that describes a systematic approach to accomplishing periodic scheduled inspections and repairs designed to preserve and maintain equipment apparatus, and facilities in such condition that they may be effectively used for their intended purposes. This Plan must address Planning, Scheduling, Conducting, and Documenting (automated or manual) required maintenance, and must address the requirements of Section C-2.12 of the PWS. This Plan is not to exceed twenty (20) pages.
  4. **Product Quality Surveillance (PQS) Plan**. The offeror shall provide a comprehensive PQS Plan that describes detailed procedures for insuring products remain on-specification. The Plan shall include a discussion of sampling and testing methods and equipment as well as consequences of unacceptable test results. The Plan should describe

how the product quality surveillance data would be documented and reported. The Plan shall incorporate the requirements specified in Section C-2.10 of the PWS. This Plan is not to exceed thirty (30) pages.

5. **Product Inventory Control and Accountability Plan.** The offeror shall provide a **conceptual\*** Plan that describes gauging frequency and procedures and reconciliation of shipped quantities with received quantities. This Plan shall address the requirements of Clause I119.04 INVENTORY CONTROL RECORDS AND SYSTEMS OF RECORD and Section C-2.9 of the PWS. This Plan is not to exceed five (5) pages. \*A detailed plan shall be provided within 60 days after contract award per Section C-1.4 of the PWS.
6. **Security Plan.** The offeror shall provide a **conceptual\*** Security Plan for ensuring the security of the terminal. It should include a discussion of access control, security of Government property, and the documentation of terminal activities/events (e.g. visitor/event logs, Detex clock tapes, videotapes, etc.) This Plan is limited to five (5) pages. \*A detailed Plan shall be provided within 30 days after contract award per Section C-1.4 of the PWS.
7. **Training Plan.** The offeror shall provide a **conceptual\*** Training Plan for accomplishing required training. The Plan must identify a clear approach to planning, scheduling, conducting, and documenting required training and qualifying personnel in handling operations. This Plan is limited to ten (10) pages. \*A detailed Plan shall be provided within sixty (60) days after contract award per Section C-1.4 of the PWS.
8. **Safety Plan.** The offeror shall provide a **conceptual\*** Safety Plan that addresses applicable laws and regulations. This Plan must include a brief description of applicable requirements, including those identified in Section C-2.14 of the PWS. The discussion should demonstrate the offeror's understanding of occupational safety and health standards associated with the required services. Training requirements associated with the Safety Plan must be covered within the Training Plan in paragraph (8) above. The Safety Plan is not to exceed ten (10) pages. \*A detailed Plan shall be provided within 60 days after contract award per Section C-1.4 of the PWS.

C. **PAST PERFORMANCE.** The offeror shall provide the following information for all contracts and subcontracts completed in the last three (3) years and those in progress that are related to the proposed contract services.

1. Name and address of contracting activity.
2. Points of contact and phone numbers (e.g., Contracting Officer, COR/COTR, ACO, Program Manager). Provide E-mail addresses, if known.
3. Contract Number.
4. Contract type and dollar value
5. Brief description of contract.
6. Information on any significant problems encountered and corrective actions taken.

D. **SUBCONTRACTING/SOCIO-ECONOMIC PLAN.**

The Offeror shall submit a plan describing its procedures for subcontracting supplies/services under the cost reimbursement line item (CLIN 1010). The Plan should address locating qualified vendors and the means of ensuring prices paid are fair and reasonable. This Plan should also describe the offeror's commitment to subcontracting with small, small disadvantaged, veteran-owned small, service-disabled veteran-owned small, HUBZone small, women-owned small businesses, or historically black colleges/universities or minority institutions. As part of the plan, the offeror shall include--

- (1) *A description of the efforts the company will make to ensure that small businesses and/or HBCUs/MIs will have equal opportunity to compete for subcontracts under any resulting contract.*
- (2) A description of the offeror's current and planned proposed range for services, supplies, and any other support that will be provided by small businesses and/or HBCUs/MIs.
- (3) The specific names of subcontractors to the extent they are known.
- (4) A description of any future plans the company has for developing additional subcontracting opportunities for small businesses and/or HBCUs/MIs during the contract period.
- (5) Identification of the portion of the offeror's proposal, as a percentage of dollars, that will be subcontracted to small businesses and/or HBCUs/MIs.
- (6) The type of performance data the offeror would accumulate and provide to the Contracting Officer regarding their support of small businesses and/or HBCUs/MIs during the period of contract performance.
- (7) The name and title of the individual principally responsible for ensuring company support to such firms.

This Plan shall not exceed 15 pages. (See clauses L7 and M7 for additional information.)